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# Implementation Of Murabahah Financing In Syariah Banking In Indonesia

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Article Info	ABSTRACT
Keywords:	Moment This study related to financing contract murabaha Still seldom
Implementation,	done, by because That researcher need do assessment about studies
Financing Murabahah,	literature as as Wrong One method study in researching financing
Islamic Banking	contract murabaha on banking sharia. For know How product financing murabaha walk in every - each banking sharia in Indonesia. The method used in study This use method qualitative and methods library research. Financing Murabahah is one of product lots of financing used in Islamic banking in Indonesia. Financing ; murabahah give significant contribution to inclusion Islamic finance and development economy people in Indonesia. Research This expected can give outlook for manager Islamic banking in increase quality service financing as well as for regulators in compile more policies support development industry Islamic banking.
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# INTRODUCTION

The emergence banking sharia in Indonesia started with the founding BankTransactions Indonesia on year 1992. Then on year 1998, stand BankSharia Independent, progress economy sharia in Indonesia Also marked with support from government with emergence the law that relate with banking sharia, Then along the walk time, banking sharia Already Lots founded in Indonesia. Based on statistics banking per May 2022 by OJK, There is as much as 15 BankSharia General Bank (BUS) and 21 Sharia Business Units (UUS) in Indonesia (OJK, 2022). Level Awareness public Muslim Which start tall to request product and also service Which quaranteed, Compliance Sharia And halalpush a number of businessman For build business Which in accordance sharia. Development business sharia in Indonesia moment This make creation competition between for perpetrator business business sharia. So that For to obtain profit big they sued more Innovative and Creative in operate his business. By Because That, for perpetrator businessthis sharia look for addition capital and loan funds from Financial institutions Sharia naturally so that avoid from element usury And have capital Which Enough For development his efforts. Matter This Which become Wrong One reason Why development institution finance sharia in Indonesia classified as rapidly. Because existence belief from circles businessman Muslim that banking conventional contain element usury And element other Which forbidden in religion Islam.



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In Islam, every aspect life man both concerning connection with God and related things with life social between man all in all get umbrella teachings. In other words, Islam provides guidance for life and living man both concerned with connection between man with Allah ( *Habluminallah* ) and connection man with human ( *Habluminannass* ). Islamic Bank which has function as institution manager finance who carries out activity its operation with raise funds that accepted from public, Then distributed return to public through activity financing. Funds party third bank sharia usually in save in forms of checking accounts, savings and deposits. While For fund distribution done with a number of methods, such as buy and sell, share results, financing, loan, And investment special. Murabahah is transaction sale goods with state price acquisition And profit (margin) Which agreed by seller And buyer. Matter Which differentiate murabaha with regular sales We know is seller in a way clear give know to buyer How many price main goods and how much big profit Which he wanted.

Moment This study with studies literature related financing contract murabaha Still seldom done, by because That researcher need do assessment about studies literature as as Wrong One method study in researching financing contract murabaha on banking sharia. For know How product financing murabaha walk in every - each banking sharia in Indonesia.

Murabahah is sell buy goods at price origin with addition the benefits that have been agreed. Characteristics murabaha that is that seller must give know buyer about price purchase product with state amount profit added to costs the. Murabahah can done in two ways, namely purchase with order and without orders. Some survey results show that many Islamic banks, both in Indonesia and abroad, implement this murabaha as method financing they are the main ones. Islamic banking is more interested with system murabaha Because profit nature sure and not complicated in in practice, so that murabaha dominates 60%-90% in scheme financing Islamic banking. This is what triggered a number of criticism Because practice murabaha not change it with flower in banking conventional whose advantages nature sure, different only the basis of the contract only, namely murabaha based on sell buy, while flower based on debt. However, what becomes problem is No the magnitude channel financing on the contract murabahah in Islamic banking because murabaha acknowledged in a way legalized by sharia, but problem arise Because existence deviation in practice contract murabahah, so that whether deviations is it legal according to sharia or No.

Development from application financing murabaha in Islamic banking, namely in matter procurement goods. In case Currently, Islamic banks use contract media please For give power to Customer For buy goods on name of bank to supplier. In other words, customers become a bank representative for buy goods. Ownership goods only limited to as agent from the bank. Furthermore, the customer give information to the bank that He has buy goods said, then the bank offers goods the to customers and formed contract sell buy, so that the goods have changed ownership become owned by Customer with all the risks. Deviations that occur in practice murabahah in Islamic banking, including: violations condition milkiyah, violation condition apostle of the ma'lum, and placement an agreement that is not appropriate. From the problem above, the author will try discuss related about financing murabahah in Islamic



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banking, especially in Indonesia, where objective study This For know How financing murabahah in Islamic banking in Indonesia.

### **RESEARCH METHODS**

Study This use method qualitative with approach descriptive presenting description in a way Details about How implementation contract Murabahah applied in Islamic banking. study library *research*), that is study Which use object study data library, type of data used is secondary data with do search through website google scholar And help software and with a number of journals and books that discuss about goodwill with using the keyword "Financing " *Murabahah*". that is gather or collect data with method use material material written.

#### RESEARCH RESULT

## Understanding murabaha

Definition Murabahah In general Language murabaha originate from the word *ar-ribh* which means profit in business. According to fuqaha' term murabahah is sell goods with price initial (price buy) with addition known benefits. in general, Murabbhah is contract sell buy goods with state price agreed gains and profits between seller and buyer. Contract This is one of form of natural certainty contracts, because in goodwill determined some required rate off profit. Basically, the majority of scholars agree that murabaha is one of form sell buy what is allowed Because generality the verse "Allah has permitted sell buy and forbid usury". Because in definition on called The existence of "Agreed Profit" Characteristics goodwill is the seller must give know buyer about price purchase goods and declare amount profit added to costs For example, the so and so buy camel 30 dinars, expenses incurred 5 dinars, So when offer his camel, he say I sell camel This 50 dinar I take profit of 15 dinars.

# Legal Basis for Murabahah

a. Al-Qur'an

وَاحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبُوآ

" and Allah has to forbid sell buy and forbid usury" (QS Al-Bagarah 275).

وَإِنْ تُبْتُمْ فَلَكُمْ رُءُوْسُ اَمْوَ الْكُمّْ لَا تَظْلِمُوْنَ وَم

" And If You repent (from taking usury), then for you main your treasure, you No persecute and not (also) be persecuted" (QS Albaqarah 279)

In the verse This is Allah SWT has warn If You No Want to stop do usury that, then take responsibility challenge war from Allah and His Messenger. Therefore work do usury That is One major sinful work that is obligatory shunned and abandoned. People who have do it should repent. If he repent, he may take the capital That back, with No take the benefits he gets from usury That.

#### b. Hadith

"From Suhaib ar Rumi ra that the Messenger of Allah said 'Three things in it there is blessing: sell buy in a way tough, muqaradah (mudharabah), and mixing wheat with flour For needs home, not For sold" (HR Ibn Majah from Suhaib). "In fact sell buy That must done Like The same like" (HR Al- Baihaqi and Ibn Majah).



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#### c. DSN-MUI Fatwa

National Sharia Council Fatwa Number 04 DSN-MUI/IV/2000 dated April 1, 2000 concerning murabahah, which is containing:

## 1) Provision General:

- a) Banks and customers must do contract free murabahah usury.
- b) Goods being traded No prohibited by Islamic law.
- Bank finances part or all over price purchase goods that have been agreed his qualifications.
- d) Bank buys goods required by customers on name of own bank and purchase This must legal and free usury.
- Banks must convey all related matters with purchase, for example If purchase done in a way debt.
- The bank then sell goods the to customer (orderer) with price sell worth price buy plus benefits. In connection this bank must telling you in a way Honest price main goods to Customer following costs required.
- g) Customer pay price goods that have been agreed said in the term time certain that have been agreed.
- h) For prevent happen abuse or damage contract the bank can stage agreement special with customers.
- If the bank wants to represent to Customer For buy goods to party third, the i) contract sell buy murabaha must done after goods in a way principle become owned by the bank.

#### 2) Provision murabaha to Customers:

- a) Customer convey submission and creation agreement purchase a goods or asset to the bank.
- b) If the bank accepts submission said, then He must buy moreover formerly the assets he ordered in a way legitimate to trader.
- The bank then offer asset the to customers and clients must accept (buy) it according to with the agreement that has been agreed upon Because in a way law agreement the bind. Then, both split party must make contract sell buy.
- d) In sale buy this bank is allowed request Customer For pay down payment moment sign agreement beginning booking.
- If the customer Then reject buy goods said, then costs that have been incurred issued must paid from the down payment that has been deposited.
- If the down payment amount lack and loss must borne by the bank, then the f) bank can request remainder the loss to customers.
- If the down payment use ' urbun contract ' as alternative from the down payment, then:
  - (a) If the customer decide For buy goods said, he stay pay remainder price.
  - (b) If the customer cancelled buy, then the down payment become maximum bank owned as big as losses borne by the bank as a result cancellation and



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if the down payment No sufficient, then Customer must pay off its shortcomings.

- 3) Guarantee in Murabahah:
  - a) Guarantee in murabaha allowed for customers Serious with his order.
  - b) Banks can request Customer For provide guarantee that can be held.
- 4) Debt in Murabahah:
  - a. In general principle settlement debt Customer in transaction murabaha No There is the relation with other transactions made by customers with party third on goods said. If the customer sell return goods the with profit or loss, then He still obliged For finish his debt to the bank.
  - b. If the customer sell goods the before the installment period ends, then He No must quick pay off all over installments.
  - c. If the sale goods the cause loss, then Customer still must finish his debt in accordance agreement beginning. He No may slow down payment installment or request loss That taken into account.
- 5) Delay payment in Murabahah:
  - d. Customers who have ability No justified postpone settlement his debt.
  - e. If the customer on purpose postpone payment or one of them party No to fulfill his obligations, then can completed through the Sharia Arbitration Board after deliberations carried out No reach agreement.
- 6) Bankrupt in Murabahah:

If the customer has stated bankrupt and failed finish his debt, then the bank must postpone bill debt until He become able to return or based on agreement.

#### Pillars Murabahah

Murabahah is part from sell buy, then basically pillars and conditions sell buy murabahah is also the same with pillars and conditions sell buy in a way general. Pillars sell buy according to Hanafi school of thought is ijab and qabul, while according to There are many scholars four harmonious in sell buy, that is seller, buyer, goods or something that is agreed upon, and sighat. As for harmonious sell buy murabaha That themselves, including:

- a. Seller (bai')
  - Seller is the bank that finances purchase goods required by customers applicant financing with system deferred payment. Usually inside technical the bank application buys necessary items Customer on the name of the bank alone, even though sometimes banks use contract media please in purchase goods, where the Customer bought it myself desired item on bank name.
- b. Buyer (musytari ').
  - Buyer in financing murabaha is customers who apply application financing to the bank.
- c. Objects sell buy ( mabi ').
  - Usually in application financing murabaha part big Customer more choose goods of a nature consumptive For fulfillment need production, such as house, land, car, motorbike, and so on. However Thus, there are a number of things to do be noticed related about terms and conditions object or goods that become object agreement, including:



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- 1) Holy, then No legitimate sale goods unclean, such as dogs, pigs, and so on are included in category unclean.
- 2) Benefits according to syara ', based on provision this, then No may sell buy the one that doesn't taken the benefits according to syara '.
- 3) Don't subjugated, meaning if associated or hung up to things others, such as "If my father go away, me sell vehicle This to you".
- 4) No restrictions time, in matter the words "I sell vehicle This to the lord during One year", then sale the No valid, because sell buy is one of reason ownership in a way full of nothing restricted provision syara '.
- 5) Can moved hand over or handed over, because of course in sell buy goods that become object contract must switch his ownership from seller to Buyer. Fast or slowness submission, thing That depends on the distance or place handed over goods the.
- 6) Own, no permissible sell goods belonging to another person without permission from owner goods mentioned. It is the same with new items will become his own.
- 7) Known (seen), things that become object sell buy must known specifications, such as quantity, size, model, color, and other related things. So it is not legitimate sell buy that causes doubt one of party.
- d. Price (tsaman).

Price in financing murabaha analogous with pricing or financing ceiling.

e. Consent accepted.

In Islamic banking where all its operation referring to to Islamic law, then the agreement that was made also has consequence worldly and ukhrawi. In the contract usually load about specification desired item customers, willingness the Islamic bank in procurement goods, also the Islamic bank must to inform price main purchase and quantity the benefits offered to customer (occurs) offer), then Determining the installment period if there is agreement murabaha.

## **Condition Murabahah**

Apart from being harmonious in financing murabahah, there is also the conditions that become guidelines in financing at a time as identity a product in Islamic banking, conditions the among others:

- Seller to inform price main to candidate buyers. This is logical Because the price that will be paid buyer second (customer) is based on the capital of the buyer beginning (bank).
- b. Contract First must legitimate in accordance with established pillars.
- c. Contract must free from usury.
- d. Seller must explain to buyer when happen disabled on goods after purchase.
- e. Seller must convey all related matters with purchase, for example purchase done in a way debt.

## Types of Murabahah

Murabahah without order Murabahah without order is type sell buy murabahah is done with No see existence customers who order or submit financing or no, so provision goods



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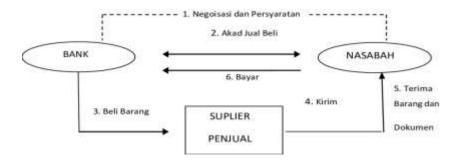
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carried out by Islamic banks are not related with sell buy murabaha That itself. In other words, in murabaha This, Islamic banks provide the goods to be for sale buy the without notice There is customers who buy or no. In case this, the procurement process goods done before transaction / agreement sell buy murabaha carried out. Procurement goods that are carried out by Islamic banks can done with a number of ways, including:

- a. Buy goods So to producer (principle) murabahah).
- b. Order to manufacturer with payment done in a way overall after contract (principle) greetings).
- c. Order to manufacturer with payment made in advance during in progress or after handover goods (principle) istisna').
- d. It is goods from supply mudharabah or musharakah.

  Transaction flow murabaha without order can seen in scheme following:



Murabahah based on order Murabahah based on order is sell buy murabahah is done after There is order from the customer ( customer ) who submits financing murabahah. In other words, Islamic banks carry out procurement goods and do transaction sell buy after There is customers who order For bought goods or asset in accordance with what is desired Customer the.

# Mechanism Financing Murabahah

Implementation Techniques Murabahah in Islamic Banking In the technical terms found in Islamic banking, murabahah is contract sell purchase that occurs between the Islamic bank with customers. In case This, Islamic banking is party provider goods for sale to customers who order in frame purchase goods The benefits obtained from the Islamic bank in transaction This is profit sell buy what has been agreed in a way together, where in matter this bank as seller must telling you moreover formerly to buyers (customers) about price main purchase goods and include amount profit added to costs said. Buy and sell with form murabaha This there is in form order mentioned by Imam Syafi'i as the leader of the people or can also equated with bay' bi tsaman the devil or bay' muajjal (sell) buy the item handed over quick with payment suspended or done in a way gradually). Therefore that, murabahah is one of form sell buy what is halal. In Indonesia, the application sell buy murabahah in Islamic banking based on the Fatwa Decision of the National Sharia Council (DSN) of the Indonesian Ulema Council (MUI), namely DSN Fatwa Number 04/DSN-MUI/IV/2000 concerning provision



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murabahah in Islamic banking and Bank Indonesia Regulation (PBI), namely PBI Number 9/19/PBI/2007 and BI Circular Letter Number 10/14/ DPbs March 17, 2008.

Mechanism financing murabaha can used For procurement goods, working capital, development house, etc. Following This a number of example application financing murabaha in Islamic banking. Here a number of example application mechanism financing murabaha in Islamic banking.

First, procurement goods transaction This carried out by sharia banks with principle sell buy murabahah, such as procurement motorbike, refrigerator, necessities goods For investment, factories, and the like. If a Customer want For own A refrigerator, he can come to the Islamic bank and submit application so that the Islamic bank buys it. After the Islamic bank examines it condition customers and consider that He worthy For get financing For procurement refrigerator, then the bank then buy refrigerator and hand it over to applicant (customer). In the case of this, for example price refrigerator the amounting to Rp. 4,000,000 and the bank wants to get profit of Rp. 800,000. If the payment installment for two years, then Customer can installments the payment of Rp. 200,000/ month.

Second, working capital (working capital goods). Provision goods supply for working capital can done with principle sell buy murabahah. However, the transaction This only applicable very break up, no For One contract with purchase goods over and over again. Actually, providing working capital in the form of money not too appropriate use principle sell buy murabahah. Transaction financing midal Work in form goods or more money appropriate use principle mudharabah or charity Because If working capital financing in form of money using mechanism murabahah, then transaction This The same with consumer finance (financing) consumers) in conventional banks that contain element usury. Transactions in consumer finance (financing) consumers) use borrow borrow money, while in murabaha use transaction sell buy.

Third, renovation house (procurement of renovation materials) home). Procurement of renovation materials can use mechanism sell buy murabahah. Goods that are traded is all form items needed For renovation house, such as bricks, tiles, paint, wood, etc. Transactions in financing This only applicable very break up, no For One contract done over and over again. Development Use Murabahah in Islamic Banking

Islamic banks in general adopt murabaha For give financing term short to customers use purchase goods. In practice Islamic banking, part of it big contract murabahah is done is with use system murabaha To Orderer Purchase (KPP). This is named thus Because Islamic banks only stage goods or assets for fulfil need customers who order it. So, in general general scheme from application murabaha This The same with murabaha based on order. There is also development from application financing murabaha in Islamic banking, namely in matter procurement goods. In case Currently, Islamic banks use contract media please For give power to Customer For buy goods on name of bank to supplier. In terms of this, if the bank represents to Customer For buy goods from supplier party, then second party must sign agency contract, where the bank gives authority to Customer For become his agent For buy commodity from party third on bank name. In other words, the customer become a bank representative for buy goods. Ownership goods only limited to as agent from the bank.



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Furthermore, the customer give information to the bank that He has buy goods said, then the bank offers goods the to customers and formed contract sell buy, so that the goods have changed ownership become owned by Customer with all the risks.

## **Deviation Practice Murabahah in Sharia Banking**

Practice murabaha experience deviation from aspect in practice, so that practice the become falsehood even potential become injustice. However, the deviation This as if left and continue in progress until moment This.

#### a. Violation condition milky

Condition ownership is absolute thing in sell buy. Rasulullah saw. forbid sell unsold items owned by him. In a hadith narrated by Imam Ahmad from Hakim bin Hazam, Rasulullah saw. said, "Don't do it sell unsold items owned by him". Conditions ownership This often violated by banking in operate contract murabahah represented by to customers, so that contract the become invalid. In ushul jurisprudence it is said something it is said legitimate If pillars and conditions fulfilled, if No fulfilled so something become bathil. In practice, Islamic banking resolves contract murabaha temporary He Not yet own the goods he sold, after contract murabaha completed then banking tuck in contract the representative who represents Customer For buy suitable item with order. It should be so that the practice This in accordance with sharia, banking must finish contract please moreover first so that the conditions ownership fulfilled, then Then held contract murabahah. This is also in accordance with DSN-MUI Fatwa Number 04/DSN-MUI/IV/2000 concerning murabahah on the terms murabaha in Islamic banking points nine it is said that "If the bank wants to represent to Customer For buy goods from party third, the contract sell buy murabaha must done after goods in a way principle become owned by the bank.

# b. Violation condition the apostle of Allah knows best

Violation type this also happens because in the structure murabaha with represent Customer For buy the goods ordered, as mentioned previously, conditions rasul mal (capital) and ribh (profit) must be known is condition special on sale buy murabahah. Violation This usually happen when Customer want to do financing murabahah, then the bank offers a number of size of financing platform the along with the profit margin taken by the bank. The bank does not take profit based on magnitude from apostle of mal, but from the amount of money issued by the bank. In fact, in a number of case the Islamic bank does not care with magnitude price from rasul mal. Violation of the type this is what then called with another door to usury. In selling buy must There is the purchased commodity. If not, then No There is the difference with interest on banking conventional.

#### c. Placement an agreement that is not appropriate

Murabahah is one of from form sell buy, so that contract This only applicable to practice sell buy only. However, it happened placement contract murabahah on wrong transactions, for example financing For renovation home. This is No Can done with contract murabaha Because No fulfillment condition malikiyah ( ownership ) and rasul mal (capital) which are known. Supposedly, the right contract for this type the is contract istisna ' parallel. In the contract this, can just buyer allow maker use subcontractor For carry out contract said. With Thus, the maker contract istishna ' second For fulfil his obligations under the contract First.



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Basically, Islamic banking products are ijtihad. So, it is natural just in matter There is application in Islamic banks a number of caliphate ( difference) opinion ). However, the differences opinion That No means can do violation with reasons for transactions more easy carried out by Islamic banks. Of course just matter This Already to violate existing rules because in principle Islamic banks in apply products or contracts especially For transaction financing must use principle caution. In Indonesia, we Already own which reference is the reference This made into guidelines For implementation products in Islamic banking, such as DSN-MUI fatwas, PBI, and others. This need implemented in various Islamic banks in Indonesia so that everything matter Good related about implementation products, contracts, or matter other in accordance with the standards that have been determined. In addition, Islamic banks are institution more finances wide compared to with conventional banks, so that Islamic banks have Lots choice contract For apply or determine a transaction financing.

Issue Latest About Murabahah in Sharia Banking If you look at it in a way simple, bank interest and murabahah with system postpone No own difference, both looks You're welcome use mark time money. Difference between both of them only lies in the difference the contract only, system flower use contract debt receivables, while murabaha use contract sell buy. This is often expressed especially by figures who tend to defend system flowers. They try For look for weaknesses and deficiencies from system financing murabaha. Actually, there are two things that are necessary explained For answer all accusation they related about financing murabahah, namely: First, related to with contract and implications contract. Second, related to with the time value of money.

## Difference contract murabahah and debt receivables

In general bai' language means exchange something with something, whereas from aspect the term bai' means exchange treasure with treasure with a special way or exchange something desired with the equivalent with special way. Exchange the cause moving right property. Meanwhile, debt means give treasure Then For requested back. From the definition contract the can understood that sell buy happen exchange and transfer right owned by between two contracting parties, whereas debt No happen exchange ownership. In practice Islamic banking, contract murabaha is one of form sell buy, as understood previously that contract sell buy is contract exchange that causes moving right property. This also provides the same implications on the contract murabahah, when Customer as buyer experience arrears in payment or even No capable pay, then in matter This the bank as seller No entitled For confiscate goods that have been purchased the Because has happen displacement ownership. Therefore that, for the solution Possible can done scheduling repeat or party Customer can sell goods the normally, then results sale the paid to the bank to remainder from arrears said. While in debt, when happen arrears payment, then the bank has the right For confiscate it, because No There is displacement ownership Because in a way law goods the Still owned by the bank during Customer Not yet pay it off. Usually, the goods the will auctioned by the bank for close remainder debt customers. Of course only, auction the No give normal price, so matter This cause injustice for customers.



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#### Murabahah and time value of money

Statement next which is often expressed that is that murabaha with system postpone, where price postpone more big from normal price no change it with the time value of money. Requirements payment in murabaha classic No always involving system postpone, can based on cash or postpone (muajjal). Most of the fuqaha from Hanafi, Shafi'i and Hanbali followers believe that seller can give two prices, one For transaction cash and others For transaction credit (installments), but one of them from second price the must set at the time contract. Even though Imam Malik forbade it, however part follower Maliki school of thought has view different and allow it. Imam Turmidhi explain that If seller say that He sell clothes for Rp. 100,000 in total cash and worth Rp. 200,000 in total mu'ajjal as well as buyer accept one from second price and both split party the separate after finish one price, then sale the legitimate as long as it is traded That is commodity. This is very different with the concept of time value of money which is influenced by the theory modern capitalist. In theory modern capitalism, money and commodities treated same, so money can traded and rented. While in principle Islamic transactions, money and commodities own different characteristics. Money is just as tool measure that is not own mark intrinsic, whereas commodity own mark intrinsic that can traded.

# CONCLUSION

In the technical terms found in Islamic banking, murabahah is contract sell purchase that occurs between the Islamic bank with customers. In case This, Islamic banking is party provider goods for sale to customers who order in frame purchase goods The benefits obtained from the Islamic bank in transaction This is profit sell buy what has been agreed in a way together, where in matter this bank as seller must telling you moreover formerly to buyers ( customers ) about price main purchase goods and include amount profit added to costs the.

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